



|  |         |  |         |   |         |   |         |
|--|---------|--|---------|---|---------|---|---------|
| AWARD/CONTRACT   |         | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700)                |         | Rating DOA5   |         | Page 1 Of 23  |         |
| 2. Contract (Proc. Inst. Ident) No.<br>DAAE20-00-C-0118  |         | 3. Effective Date<br>2000SEP20   |         | 4. Requisition/Purchase Request/Project No.<br>SEE SCHEDULE   |         |   |         |
| 5. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CAC-A<br>VICKI SIMPSON (309) 782-6931<br>ROCK ISLAND IL 61299-7630<br><br>e-mail address: SIMPSONV@RIA.ARMY.MIL  |         | Code W52H09  |         | 6. Administered By (If Other Than Item 5)<br>DCMC VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713<br><br>SCD A PAS NONE ADP PT HQ0339   |         | Code S0512A   |         |
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)<br>CADILLAC GAGE TEXTRON<br>HR TEXTRON INCORPORATED<br>25200 W RYE CANYON RD<br>VALENCIA CA 91355-0000<br><br>TYPE BUSINESS: Large Business Performing in U.S.   |         |  |         | 8. Delivery<br><input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)  |         |   |         |
| Code OHMS1 Facility Code   |         |  |         | 9. Discount For Prompt Payment  |         | 10. Submit Invoices (4 Copies Unless Otherwise Specified)  Item 12 |         |
| 11. Ship To/Mark For<br>XR GEN DYNAMICS LAND SYSTEMS<br>38500 MOUND RD PO BOX 2125<br>STERLING HEIGHTS MI 48310-3200   |         |  |         | 12. Payment Will Be Made By<br>DFAS COLUMBUS CENTER<br>WEST ENTITLEMENT OPERATIONS<br>PO BOX 182381<br>COLUMBUS OH 43218-2381   |         |   |         |
| 13. Authority For Using Other Than Full And Open Competition:<br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )   |         |  |         | 14. Accounting And Appropriation Data<br>ACRN: AA 97 X4930AC9G 6D 26KB S11116 W52H09  |         |   |         |
| 15A. Item No.<br>SEE SCHEDULE  |         | 15B. Schedule Of Supplies/Services<br>CONTRACT TYPE:<br>Firm-Fixed-Price |         | 15C. Quantity<br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders  |         | 15D. Unit<br>15E. Unit Price<br>15F. Amount   |         |
| 15G. Total Amount Of Contract   |         |  |         | \$392,230.72  |         |   |         |
| 16. Table Of Contents  |         |  |         |   |         |   |         |
| (X)  | Section | Description  | Page(s) | (X)   | Section | Description   | Page(s) |
| Part I - The Schedule  |         |  |         | Part II - Contract Clauses  |         |   |         |
| X  | A       | Solicitation/Contract Form   | 1       | X   | I       | Contract Clauses  | 15      |
| X  | B       | Supplies or Services and Prices/Costs                                    | 6       | Part III - List Of Documents, Exhibits, And Other Attachments   |         |   |         |
|  | C       | Description/Specs./Work Statement  |         | X   | J       | List of Attachments   | 23      |
| X  | D       | Packaging and Marking  | 8       | Part IV - Representations And Instructions  |         |   |         |
| X  | E       | Inspection and Acceptance  | 9       |   | K       | Representations, Certifications, and Other Statements of Offerors   |         |
| X  | F       | Deliveries or Performance  | 10      |   | L       | Instrs., Conds., and Notices to Offerors  |         |
| X  | G       | Contract Administration Data   | 11      |   | M       | Evaluation Factors for Award  |         |
| X  | H       | Special Contract Requirements  | 12      |   |         |   |         |
| Contracting Officer Will Complete Item 17 Or 18 As Applicable  |         |  |         |   |         |   |         |
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |         |  |         | 18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |         |   |         |
| 19A. Name And Title Of Signer (Type Or Print)  |         |  |         | 20A. Name Of Contracting Officer<br>DAVE ELLIOTT<br>ELLIOTTDD@RIA.ARMY.MIL (309) 782-3814   |         |   |         |
| 19B. Name of Contractor<br><br>By _____<br>(Signature of person authorized to sign)  |         | 19c. Date Signed   |         | 20B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)  |         | 20C. Date Signed  |         |
| NSN 7540-01-152-8069<br>PREVIOUS EDITIONS UNUSABLE   |         |  |         | 25-106<br>GPO : 1985 0 - 478-632<br>Standard Form 26 (Rev. 4-85)<br>Prescribed By GSA-FAR (4.8 CFR) 53.214(a)   |         |   |         |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-00-C-0118 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 23 |
| <b>Name of Offeror or Contractor:</b> CADILLAC GAGE TEXTRON |  |                            |

SECTION A - SUPPLEMENTAL INFORMATION

| <u>Regulatory Cite</u>  | <u>Title</u>   | <u>Date</u> |
|---|--|-------------|
| A-1            HQ, DA   | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993    |
| <p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p> |  |             |

(AA7020)

|   |  |          |
|---|--|----------|
| A-2   | 52-201-4501      NOTICE ABOUT TACOM-RI OMBUDSMAN<br>TACOM-RI | NOV/1995 |
| <p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> <p>b. If you think that this solicitation:</p> <ol style="list-style-type: none"> <li>1. has inappropriate requirements; or</li> <li>2. needs streamlining; or</li> <li>3. should be changed</li> </ol> <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p> <p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p> <p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p> |  |          |

U.S. Army TACOM-RI  
AMSTA-CM-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3

52.204-4500

NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI)

FEB/1999

TACOM-RI

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

A-4

52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-5

52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN \_\_\_\_\_PRICE \$ \_\_\_\_\_

CLIN \_\_\_\_\_PRICE \$ \_\_\_\_\_

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-00-C-0118 <b>MOD/AMD</b> | <b>Page</b> 4 <b>of</b> 23 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:** CADILLAC GAGE TEXTRON

CLIN \_\_\_\_\_ PRICE \$ \_\_\_\_\_  
CLIN \_\_\_\_\_ PRICE \$ \_\_\_\_\_

(End of clause)

(AS7008)

A-6      52.233-4503      AMC-LEVEL PROTEST PROGRAM      JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-7      52.243-4510      DIRECT VENDOR DELIVERY      JAN/1999  
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

|   |   |                            |
|---|---|----------------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-00-C-0118<br><b>MOD/AMD</b> | <b>Page</b> 5 <b>of</b> 23 |
| <b>Name of Offeror or Contractor:</b> CADILLAC GAGE TEXTRON |   |                            |

(AS7012)

A-8                    52.246-4538                    CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2                    JUN/1998  
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. This award includes a 100% evaluated option.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE             | AMOUNT               |
|---------|--|----------|------|------------------------|----------------------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |                        |                      |
| 0001    | <u>Supplies or Services and Prices/Costs</u>   |          |      |                        |                      |
| 0001AA  | <u>PRODUCTION QUANTITY</u>   | 32       | EA   | \$ <u>12,257.21000</u> | \$ <u>392,230.72</u> |
|         | NSN: 4810-01-391-8454<br>NOUN: SERVOVALVE,HYDRAULI<br>FSCM: 19200<br>PART NR: 9377768<br>SECURITY CLASS: Unclassified<br>PRON: M102D002M1      PRON AMD: 03      ACRN: AA<br>AMS CD: 060011JEBL1<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC      SUPPL<br><u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</u><br>001   W52H0992998H10   CMAN8L      J           1<br><u>DEL REL CD      QUANTITY      DEL DATE</u><br>001      32      01-MAR-2001<br><br>FOB POINT: Origin<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(CMAN8L)    XR GEN DYNAMICS LAND SYSTEMS<br>38500 MOUND RD PO BOX 2125<br>STERLING HEIGHTS      MI 48310-3200 |          |      |                        |                      |

|                                  |  |                                   |
|----------------------------------|--|-----------------------------------|
| <p><b>CONTINUATION SHEET</b></p> | <p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-00-C-0118      <b>MOD/AMD</b></p> | <p><b>Page</b> 7 <b>of</b> 23</p> |
|----------------------------------|--|-----------------------------------|

**Name of Offeror or Contractor:** CADILLAC GAGE TEXTRON

|     | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|-----|------------------------|---|-------------|
| B-1 | 252.225-7008<br>DFARS  | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998    |

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None

(BA6701)

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-00-C-0118 <b>MOD/AMD</b> | <b>Page</b> 8 <b>of</b> 23 |
| <b>Name of Offeror or Contractor:</b> CADILLAC GAGE TEXTRON |  |                            |

SECTION D - PACKAGING AND MARKING

|     | Regulatory Cite         | Title                  | Date     |
|-----|-------------------------|------------------------|----------|
| D-1 | 52.211-4502<br>TACOM-RI | PACKAGING REQUIREMENTS | DEC/1998 |

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
  - 1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
  - 1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
  - 1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
2. Unit Package
  - 2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
  - 2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
3. Intermediate Package
  - 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
4. Packing
  - 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
  - 4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 May 97. Bar code requirements apply.

EXCEPTION:

SPECIAL PACKAGING INSTURCTION P9377768 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE.

(End of clause)



|  |   |         |              |
|--|---|---------|--------------|
| CONTINUATION SHEET                                   | Reference No. of Document Being Continued |         | Page 9 of 23 |
|  | PIIN/SIIN DAAE20-00-C-0118                | MOD/AMD |              |
| Name of Offeror or Contractor: CADILLAC GAGE TEXTRON |   |         |              |

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/                      or                      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE                                  | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES   | APR/1984    |
| E-3 | 52.246-4025            | HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - | OCT/1997    |
|     | TACOM-RI               | ALTERNATE II  |             |

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9003 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7445)

|   |   |                      |
|---|---|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-00-C-0118<br><b>MOD/AMD</b> | <b>Page 10 of 23</b> |
| <b>Name of Offeror or Contractor:</b> CADILLAC GAGE TEXTRON |   |                      |

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>   | <u>Date</u> |
|-----|-------------------------|--|-------------|
| F-1 | 52.242-17               | GOVERNMENT DELAY OF WORK                                 | APR/1984    |
| F-2 | 52.247-29               | F.O.B. ORIGIN  | JUN/1988    |
| F-3 | 52.247-61               | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS                | APR/1984    |
| F-4 | 52.247-65               | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991    |
| F-5 | 52.247-4531<br>TACOM-RI | COGNIZANT TRANSPORTATION OFFICER                         | MAY/1993    |

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
  - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
  - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

SECTION G - CONTRACT ADMINISTRATION DATA

|             |                      |             |             |                                  |                                  |             |             | JOB           |                |               |
|-------------|----------------------|-------------|-------------|----------------------------------|----------------------------------|-------------|-------------|---------------|----------------|---------------|
| LINE        | PRON/                | OBLG        |             |                                  |                                  |             |             | ORDER         | ACCOUNTING     | OBLIGATED     |
| <u>ITEM</u> | <u>AMS CD</u>        | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> |                                  |             |             | <u>NUMBER</u> | <u>STATION</u> | <u>AMOUNT</u> |
| 0001AA      | M102D002M1           | AA          | 2           | 97                               | X4930AC9G                        | 6D          | 26KB S11116 |               | W52H09         | \$ 392,230.72 |
| 060011JEBL1 |                      |             |             |                                  |                                  |             |             |               |                |               |
|             |                      |             |             |                                  |                                  |             |             |               | TOTAL          | \$ 392,230.72 |
|             |                      |             |             |                                  |                                  |             |             |               |                |               |
| SERVICE     |                      |             |             |                                  |                                  |             |             |               | ACCOUNTING     | OBLIGATED     |
| <u>NAME</u> | <u>TOTAL BY ACRN</u> |             |             |                                  | <u>ACCOUNTING CLASSIFICATION</u> |             |             |               | <u>STATION</u> | <u>AMOUNT</u> |
| Army        | AA                   |             | 97          | X4930AC9G                        | 6D                               | 26KB S11116 |             | W52H09        | \$ 392,230.72  |               |
|             |                      |             |             |                                  |                                  |             |             |               | TOTAL          | \$ 392,230.72 |

|  |   |               |
|--|---|---------------|
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| Name of Offeror or Contractor: CADILLAC GAGE TEXTRON |   |               |

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

|   | Regulatory Cite         | Title   | Date     |
|---|-------------------------|---|----------|
| H-1   | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                     | MAR/2000 |
| H-2   | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA     | MAR/2000 |
| H-3   | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | MAY/2000 |
| (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.   |                         |   |          |
| (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are SIMPSONV2@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-2698 ATTN: Vicki Simpson and (309) 782-1338 (ATTN: Nancy Fraser). |                         |   |          |
| (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:   |                         |   |          |
| (1) The FMS/MAP copies may be submitted to:   |                         |   |          |
| NONE  |                         |   |          |
| (End of Clause)   |                         |   |          |

(HS6510)

|  |                       |                                     |          |
|--|-----------------------|-------------------------------------|----------|
| H-4  | 252.217-7026<br>DFARS | IDENTIFICATION OF SOURCES OF SUPPLY | NOV/1995 |
| (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires. |                       |                                     |          |
| (b) The apparently successful Offeror agrees to complete and submit the following table before award:  |                       |                                     |          |

| TABLE |          |            |                  |         |          |       |
|-------|----------|------------|------------------|---------|----------|-------|
| Line  | National | Commercial | Source of Supply |         | Actual   |       |
| Items | Stock    | Item       | Company          | Address | Part No. | Mfg   |
| (1)   | Number   | (Y or N)   | (4)              | (4)     | (5)      | (6)   |
| (2)   | (3)      |            |                  |         |          |       |
| _____ | _____    | _____      | _____            | _____   | _____    | _____ |

|   |   |                      |
|---|---|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-00-C-0118<br><b>MOD/AMD</b> | <b>Page 13 of 23</b> |
| <b>Name of Offeror or Contractor:</b> CADILLAC GAGE TEXTRON |   |                      |

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

|     |             |                            |          |
|-----|-------------|----------------------------|----------|
| H-5 | 52.239-4500 | YEAR 2000 (Y2K) COMPLIANCE | NOV/1998 |
|     | TACOM-RI    |                            |          |

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

|     |             |  |          |
|-----|-------------|--|----------|
| H-6 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|     | TACOM-RI    |  |          |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

|   |   |                      |
|---|---|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-00-C-0118<br><b>MOD/AMD</b> | <b>Page 14 of 23</b> |
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Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

|  |   |         |               |
|--|---|---------|---------------|
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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-2  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-3  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY       | JAN/1997    |
| I-4  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY                               | JAN/1997    |
| I-5  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                       | JUN/1997    |
| I-6  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER                                       | AUG/2000    |
| I-7  | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-8  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990    |
| I-9  | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION  | AUG/1996    |
| I-10 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA                                     | OCT/1997    |
| I-11 | 52.215-12              | SUBCONTRACTOR COST OR PRICING DATA   | OCT/1997    |
| I-12 | 52.215-14              | INTEGRITY OF UNIT PRICES - ALTERNATE I   | OCT/1997    |
| I-13 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | DEC/1998    |
| I-14 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | OCT/1997    |
| I-15 | 52.215-19              | NOTIFICATION OF OWNERSHIP CHANGES  | OCT/1997    |
| I-16 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT/1999    |
| I-17 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN   | OCT/2000    |
| I-18 | 52.219-16              | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN   | JAN/1999    |
| I-19 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-20 | 52.222-26              | EQUAL OPPORTUNITY  | FEB/1999    |
| I-21 | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA               | APR/1998    |
| I-22 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES                                       | JUN/1998    |
| I-23 | 52.222-37              | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA                | JAN/1999    |
| I-24 | 52.223-6               | DRUG-FREE WORKPLACE  | JAN/1997    |
| I-25 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUL/2000    |
| I-26 | 52.225-14              | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT                      | FEB/2000    |
| I-27 | 52.226-1               | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES              | JUN/2000    |
| I-28 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | JAN/1991    |
| I-29 | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)                              | JAN/1991    |
| I-30 | 52.229-5               | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO                         | APR/1984    |
| I-31 | 52.230-2               | COST ACCOUNTING STANDARDS  | APR/1998    |
| I-32 | 52.230-3               | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES                                | APR/1998    |
| I-33 | 52.230-6               | ADMINISTRATION OF COST ACCOUNTING STANDARDS  | NOV/1999    |
| I-34 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-35 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | MAY/1997    |
| I-36 | 52.232-11              | EXTRAS   | APR/1984    |
| I-37 | 52.232-16              | PROGRESS PAYMENTS  | MAR/2000    |
| I-38 | 52.232-17              | INTEREST   | JUN/1996    |
| I-39 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I   | APR/1984    |
| I-40 | 52.232-25              | PROMPT PAYMENT   | JUN/1997    |
| I-41 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION                 | MAY/1999    |
| I-42 | 52.233-1               | DISPUTES   | JAN/1999    |
| I-43 | 52.233-3               | PROTEST AFTER AWARD  | OCT/1995    |
| I-44 | 52.242-10              | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE                          | APR/1984    |
| I-45 | 52.242-13              | BANKRUPTCY   | JUL/1995    |

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|      | Regulatory Cite | Title   | Date     |
|------|-----------------|---|----------|
| I-46 | 52.243-1        | CHANGES - FIXED PRICE   | AUG/1987 |
| I-47 | 52.244-5        | COMPETITION IN SUBCONTRACTING                                       | DEC/1996 |
| I-48 | 52.246-23       | LIMITATION OF LIABILITY   | FEB/1997 |
| I-49 | 52.247-63       | PREFERENCE FOR U.S. - FLAG AIR CARRIERS                             | JAN/1997 |
| I-50 | 52.248-1        | VALUE ENGINEERING   | FEB/2000 |
| I-51 | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)         | SEP/1996 |
| I-52 | 52.249-8        | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)                            | APR/1984 |
| I-53 | 52.253-1        | COMPUTER GENERATED FORMS  | JAN/1991 |
| I-54 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                        | APR/1992 |
|      | DFARS           |   |          |
| I-55 | 252.204-7004    | REQUIRED CENTRAL CONTRACTOR REGISTRATION                            | MAR/2000 |
|      | DFARS           |   |          |
| I-56 | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER | NOV/1995 |
|      | DFARS           | THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                  |          |
| I-57 | 252.215-7002    | COST ESTIMATING SYSTEM REQUIREMENTS                                 | OCT/1998 |
|      | DFARS           |   |          |
| I-58 | 252.219-7003    | SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS          | APR/1996 |
|      | DFARS           | SUBCONTRACTING PLAN (DOD CONTRACTS)                                 |          |
| I-59 | 252.225-7001    | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                    | MAR/1998 |
|      | DFARS           |   |          |
| I-60 | 252.225-7002    | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                        | DEC/1991 |
|      | DFARS           |   |          |
| I-61 | 252.225-7009    | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND      | AUG/2000 |
|      | DFARS           | COMPONENTS)   |          |
| I-62 | 252.225-7010    | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS                            | AUG/2000 |
|      | DFARS           |   |          |
| I-63 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES                         | AUG/2000 |
|      | DFARS           |   |          |
| I-64 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL                                    | JUN/1992 |
|      | DFARS           |   |          |
| I-65 | 252.231-7000    | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991 |
|      | DFARS           |   |          |
| I-66 | 252.232-7004    | DOD PROGRESS PAYMENT RATES  | FEB/1996 |
|      | DFARS           |   |          |
| I-67 | 252.242-7000    | POSTAWARD CONFERENCE  | DEC/1991 |
|      | DFARS           |   |          |
| I-68 | 252.242-7003    | APPLICATION FOR U.S. GOVERNMENT SHIPPING                            | DEC/1991 |
|      | DFARS           |   |          |
| I-69 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS                                   | DEC/1991 |
|      | DFARS           |   |          |
| I-70 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT                                   | MAR/1998 |
|      | DFARS           |   |          |
| I-71 | 252.245-7001    | REPORTS OF GOVERNMENT PROPERTY                                      | MAY/1994 |
|      | DFARS           |   |          |
| I-72 | 252.246-7000    | MATERIAL INSPECTION AND RECEIVING REPORT                            | DEC/1991 |
|      | DFARS           |   |          |
| I-73 | 252.251-7000    | ORDERING FROM GOVERNMENT SUPPLY SOURCES                             | MAY/1995 |
|      | DFARS           |   |          |
| I-74 | 52.217-6        | EVALUATED OPTION FOR INCREASED QUANTITY                             | MAR/1990 |

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s)0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 180 days after date of award of contract by giving written notice to the Contractor.



|  |  |   |
|--|--|---|
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| <p><b>Name of Offeror or Contractor:</b> CADILLAC GAGE TEXTRON</p> |  |   |

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option  
(F.O.B. Origin)

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-75                      52.202-1                      DEFINITIONS

OCT/1995

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

|                                  |  |                             |
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- (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
  - (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
  - (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
  - (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
  - (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
  - (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
  - (e) Nondevelopmental item means--
    - (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
    - (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
    - (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
  - (f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
  - (g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (End of Clause)

(IF7252)

- |      |          |   |          |
|------|----------|---|----------|
| I-76 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
|------|----------|---|----------|
- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
  - (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
  - (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.
- (End of Clause)

(IF7210)

|   |   |                      |
|---|---|----------------------|
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(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

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|---|---|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-00-C-0118<br><b>MOD/AMD</b> | <b>Page 20 of 23</b> |
| <b>Name of Offeror or Contractor:</b> CADILLAC GAGE TEXTRON |   |                      |

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor.
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

|      |           |                                   |          |
|------|-----------|-----------------------------------|----------|
| I-79 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
|------|-----------|-----------------------------------|----------|

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

|      |           |                             |          |
|------|-----------|-----------------------------|----------|
| I-80 | 52.242-12 | REPORT OF SHIPMENT (RESHIP) | JUL/1995 |
|------|-----------|-----------------------------|----------|

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

|   |  |   |
|---|--|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-C-0118      <b>MOD/AMD</b></p> | <p align="right"><b>Page 21 of 23</b></p> |
|---|--|---|

**Name of Offeror or Contractor:** CADILLAC GAGE TEXTRON

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*\*-JUNE 5 JONES & CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

I-81                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                      OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-82                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

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|---|---|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-00-C-0118<br><b>MOD/AMD</b> | <b>Page 22 of 23</b> |
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(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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|--|---|---------|---------------|
| CONTINUATION SHEET                                   | Reference No. of Document Being Continued |         | Page 23 of 23 |
|  | PIIN/SIIN DAAE20-00-C-0118                | MOD/AMD |               |
| Name of Offeror or Contractor: CADILLAC GAGE TEXTRON |   |         |               |

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                                  | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---|-------------|----------------------------------|-----------------------|
| Attachment 001                   | INSTRUCTIONS FOR COMPLETING DD FORM 1423      |             | 001                              |                       |
| Attachment 002                   | DOCUMENT SUMMARY LIST                         |             | 001                              |                       |
| Attachment 003                   | GUIDANCE ON DOC OF CONTRACT REQUIREMENTS LIST |             | 001                              |                       |
| Exhibit A                        | CONTRACT DATA REQUIREMENTS LIST               | 26-JAN-00   | 001                              |                       |